



**City of Seattle**  
**Request for Proposal # DIT-2996**  
**Port Security Video Surveillance System**  
**With Wireless Mesh Network**

**Closing Date & Time: Monday, March 19, 2012 2:00 p.m.**

Schedule of Events	Date
RFP Release	Tuesday, February 21, 2012
Pre-Proposal Conference	Tuesday, February 28, 2012  Time: 10:00 a.m. Location: 700 5 <sup>th</sup> AVE #4112 Seattle, WA 98104  Conference Line: 1-800-400-5257 No Passcode
Deadline for Questions	Friday, March 9, 2012
Sealed Proposals Due to the City	Monday, March 19, 2012 2:00 p.m.
Announcement of Successful Proposer(s)	Friday, March 30, 2012
Anticipated Contract Agreement	Thursday, April 12, 2012
Placement of First Work Order	Monday, April 16, 2012

*The City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.*

*All times and dates are Pacific Standard Time.*

**PROPOSALS MUST BE RECEIVED ON OR BEFORE THE DUE DATE AND TIME AT THIS LOCATION:**

**If delivered by the U.S. Postal Service, it must be addressed to:**

Laura Kim, Senior Buyer  
City Purchasing, City of Seattle  
PO Box 94687  
Seattle, WA 98124-4687

**If delivered by a courier, overnight delivery or other service, address to**

Laura Kim, Senior Buyer  
City Purchasing, City of Seattle  
Seattle Municipal Tower  
700 5<sup>th</sup> Ave., #4112  
Seattle, WA 98104-5042

## **1. STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS**

The Statement of Work and Specifications are included in the following embedded documents:

- 1) Minimum Qualifications and Mandatory Technical Specifications Proposal Form (see Section 22.2, number 4)
- 2) Management Specifications and Proposal Instructions (See Section 22.2, number 6)
- 3) Financial Proposal Specifications and Proposal Form (See Section 22.2, number 7)
- 4) Network Coverage Map

Network Coverage  
Map 2-17-2012.pdf

- 5) Police Video Diagram

Police Video Diagram  
2-17-2012.pdf

- 6) ITS Interoperability Diagram

ITS Interoperability  
Diagram 2-14-2012.p

## **2. BACKGROUND AND PURPOSE.**

The City of Seattle received a grant from the FY-2008 Port Security Grant Program for Sector Puget Sound (FEMA). The purpose of the grant is to fund enhancements to the

region's command and control capabilities as they relate to incidents within the Puget Sound maritime security zone.

The purpose of this Request for Proposal (RFP) is to solicit proposals for a Vendor to provide a fully functional Port Security Video Surveillance System. This includes, but is not limited to, providing design, equipment, installation material, installation in coordination with the Seattle Department of Transportation, configuration, testing, and three years parts and labor warranty. The System will include:

- a) Layer 3 Wireless Mesh Network for a specific coverage area that can support the operations of multiple City departments as well as other agencies with sufficient bandwidth to satisfy current and future voice, data, and video needs;
- b) Thirty-six (36) cameras of various manufacture to view marine traffic, port facilities, and inland waterways within the City's borders; and link the video signals to major stakeholders' facilities, as well as to responding personnel within the mesh network coverage area.

The City and other agencies currently have wireless assets that will need to be integrated if possible.

- a) The Seattle Police Department (SPD) has certain limited wireless video capabilities using Azalea equipment for its command and communication vehicles.
- b) King County Metro currently has Cisco Model 1524 wireless access point equipment deployed in 5 rapid ride routes with some routes approaching Seattle down town core.
- c) The Seattle Fire Department (SFD) is deploying Cisco Model AIR-CAP3502I-A-K9 wireless access point in all 34 fire stations, with all the fire trucks able to connect with the WiFi network.
- d) The Seattle Department of Transportation (SDOT) currently has cameras in major traffic routes and is likely to expand the video capability in the future.
- e) The City, along with 10 other agencies, have deployed over 500 miles of fiber cable since 1998. The City intends to use this asset to support this project.

The City intends to award one contract to a single vendor who will have end-to-end system integration responsibilities. The City does not anticipate awarding contracts to multiple companies. Regardless, the City reserves the right to make multiple or partial awards.

### **3. OBJECTIVES**

The City is seeking a Port Security Video Surveillance System to support its wireless communications needs to accomplish the following objectives:

- a) The System must be completely installed and operational by December 15, 2012 due to grant funding restrictions;

- b) The System must comply with the federal grant objectives as depicted in the Police Video Diagram;
- c) The System must support wireless operation use by multiple City departments and agencies;
- d) The cost to procure the Vendor's solution is at an expected amount of \$3 million;
- e) The System must be standards-based to allow integration with existing wireless assets and allow future flexibilities;
- f) The System must meet the City's published wireless security standards  
<http://www.seattle.gov/inforamtionsecurity/policy.htm> ;
- g) The major components of the System must be commercial off the shelf (COTS), established products with proven track record working outdoors in major metropolitan area;
- h) Given that the System will use SDOT poles including its power source to be able to complete the project by year-end 2012, SDOT field crews will be utilized to for physical installation of wireless access point equipment and tap into the existing power source. The cost for this work is part of the \$3 million budget.

#### **4. MINIMUM QUALIFICATIONS**

The following are minimum qualifications that the Vendor must meet in order for its proposal to be eligible for evaluation. The City will reject Proposals from Vendors who cannot respond "Yes" to all items. Thus, the City requests that Vendors who do not meet these minimum qualifications NOT respond to this RFP. See also Minimum Qualifications and Mandatory Technical Specifications Proposal Form (RFP Section 22.2, number 5)

- a) The Layer 3 Wireless Mesh hardware is deployed and fully operational in a system of comparable size and complexity as the system contemplated by this RFP. The customer is satisfied with the system.
- b) The Vendor, if other than the manufacturer, is authorized distributor, dealer or service representative of the manufacturer and is authorized to sell, and to license the product as applicable, and to offer services including but not limited to system design, installation and testing, documentation, training, warranty, and to provide spare parts and replacement units.

#### **5. MANDATORY TECHNICAL REQUIREMENTS**

The following are mandatory technical requirements that the Vendor must meet in order for its proposal to be eligible for evaluation. The City will reject Proposals from Vendors who cannot respond "Yes" to all items. Thus, the City requests that Vendors who do not meet these minimum qualifications NOT respond to this RFP. See also Minimum Qualifications and

Mandatory Technical Specifications Proposal Form (RFP Section 22.2, number 5)

- a) All mesh wireless network routing elements function at Layer 3.
- b) All hardware is Off-the-Shelf.
- c) It shall be possible to add fiber gateways to the mesh wireless network at any time. The addition of fiber gateways shall not cause an interruption of the mesh wireless network traffic.
- d) The maximum total power consumption (per mWAP installation) is 60 watts.
- e) Each mWAP does not exceed 14" x 12" x 8" exclusive of antennas. Each mWAP does not exceed a weight of 20 lbs excluding mounting brackets and antennas.
- f) The Vendor understands that the grant requires the System be operational by December 15, 2012, has built this date into its project plan and is committed to meeting this December 15, 2012 date.
- g) The Vendor understands, in order to meet the time constraints, its primary field engineer/technician shall be available such that installation, testing and integration services may be performed by the Vendor seven (7) days per week until December 15, 2012.

## **6. MINIMUM LICENSING AND BUSINESS TAX REQUIREMENTS**

This solicitation and resultant contract may require additional licensing as listed below. The Vendor needs to meet all licensing requirements that apply to their business immediately after contract award or the City may reject the Vendor.

Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if they are required to hold such a license by the laws of those jurisdictions. The Vendor should carefully consider those costs prior to submitting their offer, as the City will not separately pay or reimburse those costs to the Vendor.

### **Seattle Business Licensing and associated taxes.**

1. If you have a "physical nexus" in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A "physical nexus" means that you have physical presence, such as: a building/facility located in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Vendor Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have "physical nexus".
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Vendor and not charged separately to the City.
5. The apparent successful Vendor must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will result in rejection of the bid/proposal.

6. Self-Filing You can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Affairs (RCA) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484, or call RCA staff for assistance ( Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404).
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact our office to request additional assistance. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
11. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Vendor prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

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#### **6.1 Mandatory State Business Licensing and associated taxes.**

Before the contract is signed, you must provide the State of Washington business license (a State "Unified Business Identifier" known as UBI #) and a Contractor License if required. If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Vendor and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx>

#### **7. INDEPENDENT CONTRACTOR AND CITY SPACE REQUIREMENTS.**

The Vendor is working as an independent contractor. Although the City provides responsible contract and project management, such as managing deliverables, schedules, tasks and contract compliance, this is distinguished from a traditional employer-employee function. This contract prohibits vendor workers from supervising City employees, and prohibits vendor workers from supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

The City will not provide space in City offices for performance of this work. The Vendor is required to perform work from its own office space or in the field, as appropriate to the work.

## **8. BACKGROUND CHECKS**

The City may require background/criminal checks during the course of the contract for essential City purposes. The City does not intend to request background checks/verifications unless essential in the opinion of the City. The City may require any contract worker that has access to locations/systems/data to undergo a background/criminal check before that worker can have authorized access to those locations/systems/data.

## **9. INSTRUCTIONS TO PROPOSERS**

### **Proposal Procedures and Process.**

This chapter details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any Proposer that fails to comply with any procedure in this chapter.

### **Communications with the City.**

All Vendor communications concerning this acquisition shall be directed to the RFP Coordinator. The RFP Coordinator is:

Laura Kim, Senior Buyer  
206-684-0445  
[Laura.kim@seattle.gov](mailto:Laura.kim@seattle.gov)

#### **If delivered by the U.S. Postal Service, it must be addressed to:**

Laura Kim, Senior Buyer  
City of Seattle, City Purchasing  
PO Box 94687  
Seattle, WA 98124-4687

#### **If delivered by a courier, overnight delivery or other service, address to**

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City of Seattle, City Purchasing  
Seattle Municipal Tower  
700 5<sup>th</sup> Ave., #4112  
Seattle, WA 98104-5042

Unless authorized by the RFP Coordinator, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Proposer seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the RFP Coordinator is advised that such material is used at the Proposer's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers shall not contact the City RFP Coordinator or any other City employee except to respond to a request by the City RFP Coordinator.

Contact by a vendor regarding this acquisition with a City employee other than the RFP Coordinator or an individual specifically approved by the RFP Coordinator in writing, may be grounds for rejection of the vendor's proposal.

### **9.1 Pre-Proposal Conference.**

The City shall conduct an optional pre-proposal conference on the time and date provided in page 1, at the City Purchasing Office, 700 5<sup>th</sup> Avenue, Suite 4112, Seattle, WA 98104. Though the City will attempt to answer all questions raised during the pre-proposal conference, the City encourages Vendors to submit questions Vendors would like addressed at the pre-proposal conference to the RFP Coordinator, preferably in advance of the pre-proposal conference. This will allow the City to research and prepare helpful answers, and better enable the City to have appropriate City representatives in attendance.

Those unable to attend in person may participate via telephone.

Proposers are not required to attend in order to be eligible to submit a proposal. The purpose of the meeting is to answer questions potential Proposers may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Proposers to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

### **9.2 Questions.**

Questions are to be submitted to the Buyer no later than the date and time on page 1, in order to allow sufficient time for the City Buyer to consider the question before the bids or proposals are due. The City prefers such questions to be through e-mail directed to the City Buyer e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure that they received responses to Questions if any are issued.

### **9.3 Changes to the RFP/Addenda.**

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum issued by the City's RFP Coordinator Addenda issued by the City shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested Vendor to assure that they have received Addenda if any are issued.

#### **9.4 Bid Blog**

Our website has an option for those companies familiar with RSS Technology. You may opt to subscribe to an “RSS Feed” on our new Blog (titled “The Buy Line”). This is optional; it is for your convenience and recommended for those companies familiar with RSS technology. The RSS Feed technology provides alerts for updates, including addenda, or information that is posted on our blog for the solicitation you are interested in. <http://www.seattle.gov/purchasing>

#### **9.5 Receiving Addenda and/or Question and Answers**

The City will make efforts to provide courtesy notices, reminders, addendums and similar announcements directly to interested vendors. The City makes this available on the City website and offers an associated bid blog: <http://www.seattle.gov/purchasing>

Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Vendor to learn of any addendums, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Vendor from the sole obligation for learning of such material.

Note that some third-party services decide to independently post City of Seattle bids on their websites as well. The City does not, however, guarantee that such services have accurately provided bidders with all the information published by the City, particularly Addendums or changes to bid date/time.

All Bids sent to the City shall be considered compliant to all Addendums, with or without specific confirmation from the Bidder that the Addendum was received and incorporated. However, the Buyer can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The Buyer could decide that the Bidder did incorporate the Addendum information, or could determine that the Bidder failed to incorporate the Addendum changes and that the changes were material so that the Buyer must reject the Offer, or the Buyer may determine that the Bidder failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the Buyer.

#### **9.6 Proposal Response Date and Location.**

- a) Proposals must be received into the City Purchasing Offices no later than the date and time given on page 1 or as revised by Addenda.
- b) Responses should be in a sealed box or envelope clearly marked and addressed with the RFP Coordinator, RFP title and number. If RFP's are not clearly marked, the Vendor has all risks of the RFP being misplaced and not properly delivered. The RFP Coordinator is not responsible for identifying responses submitted that are not properly marked.
- c) The City requires one (1) hard-copy original and 10 hard-copies delivered to the City. The City also requests one (1) CD containing the Vendor's entire response.

- d) Fax, e-mail and CD copies **will not** be accepted as an alternative to the hard copy requirement. If a CD, fax or e-mail version is delivered to the City, the hard copy will take priority and be the official document for purposes of proposal review.
- e) The RFP response may be hand-delivered or must otherwise be received by the RFP Coordinator at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.

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Laura Kim, Senior Buyer  
City of Seattle, City Purchasing  
PO Box 94687  
Seattle, WA 98124-4687

**If delivered by a courier, overnight delivery or other service, address to**

Laura Kim, Senior Buyer  
City of Seattle, City Purchasing  
Seattle Municipal Tower  
700 5<sup>th</sup> Ave., #4112  
Seattle, WA 98104-5042

- f) All pricing is to be in United States dollars.
- g) The submitter has full responsibility to ensure the proposal arrives to the City Purchasing Office within the deadline. The City assumes no responsibility for delays caused by the US Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals will be opened after the due date and time. A submittal after the time fixed for receipt will not be accepted unless the lateness is waived by the City as immaterial based upon a specific fact-based review. Responses arriving after the deadline may be returned unopened to the Vendor, or the City may accept the package and make a determination as to lateness.
- h) RFP responses shall be signed by an official authorized to legally bind the Proposer.
- i) The City will consider supplemental brochures and materials. Proposers are invited to attach any brochures or materials that will assist the City in evaluation.

### **9.7 Bid Format**

The City requests a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce the size of packages that arrive in our offices as a result of large and heavy binders. In addition, vinyl plastic products and combed edges are unwanted. The City seeks an approach to packaging your RFP that supports the green expectations and initiatives of the City. To this end:

- Please do not use any plastic or vinyl binders or folders. Do not use combed edges. The City prefers simple, stapled paper copies on standard letter (8 ½ x 11") paper. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock.
- Tabs should be used to clearly organize your submittals and separate each major section. Tabs should be recycled content.
- Folders are permissible and are also available on Rebinder stock, but should be kept to a minimum.
- Manuals, reference material and promotional materials should be provided only if requested.
- City requests your submittal use 100% PCF paper or equivalent.
- Double-side your submittal.

### **9.8 No Reading of Prices.**

The City of Seattle does not conduct a bid opening for RFP responses. The City requests that companies refrain from requesting proposal information concerning other respondents until an intention to award is announced, as a measure to best protect the solicitation process, particularly in the event of a cancellation or resolicitation. With this preference stated, the City shall continue to properly fulfill all public disclosure requests for such information, as required by State Law.

### **9.9 Offer and Proposal Form.**

Proposer shall provide the response in the format required herein and on any forms provided by the City herein. Provide unit prices if appropriate and requested by the City, and attach pages if needed. In the case of difference between the unit pricing and the extended price, the City shall use the unit pricing. The City may correct the extended price accordingly. Proposer shall quote prices with freight prepaid and allowed. Proposer shall quote prices FOB Destination. All prices shall be in US Dollars.

### **9.10 No Best and Final Offer.**

The City reserves the right to make an award without further discussion of the responses submitted; i.e. there will be no best and final offer procedure associated with selecting the Apparently Successful Vendor. Therefore, Vendor's Response should be submitted on the most favorable terms that Vendor can offer.

### **9.11 Contract Terms and Conditions.**

The Contract Terms and Conditions adopted by City Purchasing are included in this RFP. This includes special provisions and specifications, as well as standard terms embedded on the last

page of this RFP. Collectively, these are referred to as "Contract" in this Section, and the City will also incorporate the Vendor's proposal into the Contract as adopted by the City.

Vendor agrees, as a condition of submitting an RFP response, to enter into the Contract as provided in this RFP.

If Vendor is awarded a contract and refuses to sign the Contract as provided in this RFP, the City may reject and/or disqualify Vendor from future solicitations for this work. Vendors are to price and submit proposals to reflect the Contract provided in this RFP. Under no circumstances shall Vendor submit its own boilerplate of terms and conditions.

That being said, if a Vendor seeks to modify any Contract provision, the Vendor must submit a request with their proposal, as an "Exception" for City consideration. The Vendor must provide a revised version that clearly shows their alternative contract language. The City is not obligated to accept the Exceptions. The City may accept some or all exceptions or may refuse.

Exceptions that materially change the character of the contract may result in rejection of the proposal as non-responsive.

The City will not modify provisions mandated by Federal, State or City law, including but not limited to Equal Benefits, Audit (Review of Vendor Records), Affirmative Action, Confidentiality and Debarment. Any exceptions to those items will be rejected. The City does not expect to change Indemnification and may reject all exceptions to Indemnification.

The City shall accept or reject exceptions, and will present a final contract for Vendor signature. The Bidder should be prepared to receive the contract for signature without discussion or negotiation.

Nothing herein prohibits the City from opening discussions with the highest ranked apparent successful Proposer, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet City needs within the scope sought by the RFP.

The City will not sign a licensing or maintenance agreement supplied by the Vendor. If the vendor requires the City to consider otherwise, the Vendor is also to supply this as a requested exception to the Contract and it will be considered in the same manner as other exceptions.

The City will not modify, change, or negotiate the Federal Grant Terms and Conditions.

#### **9.12 Prohibition on Advance Payments.**

No request for early payment, down payment or partial payment will be honored except for products or services already received. Maintenance subscriptions may be paid in advance provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

### **9.13 Partial and Multiple Awards.**

Unless stated to the contrary in the Statement of Work, the City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Proposers are to prepare proposals given the City's right to a partial or multiple awards. Further, the City may eliminate an individual line item when calculating award, in order to best meet the needs of the City, if a particular line item is not routinely available or is a cost that exceeds the City funds.

### **9.14 Seattle Business Tax Revenue Consideration.**

SMC 20.60.106 (H) authorizes that in determining the lowest and best bid, the City shall consider the tax revenues derived by the City from its business and occupation, utility, sales and use taxes from the proposed purchase. The City of Seattle's Business and Occupation Tax rate varies according to business classification. Typically, the rate for services such as consulting and professional services is .00415% and for retail or wholesale sales and associated services, the rate is .00215%. Only vendors that have a City of Seattle Business License and have an annual gross taxable Seattle income of \$100,000 or greater are required to pay Business and Occupation Tax. The City will apply SMC 20.60.106(H) and calculate as necessary to determine the lowest bid price proposal.

### **9.15 Taxes.**

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state and local sales tax will be an added line item although not considered in cost evaluations.

## **10. INTERLOCAL PURCHASE AGREEMENTS**

This is for information and consent only, and shall not be used for evaluation. The City has entered into Interlocal Purchasing Agreements with other governmental agencies, pursuant to RCW 39.34. The seller agrees to sell additional items at the offer prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Seattle accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Proposer require additional pricing for such purchases, the Proposer is to name such additional pricing upon Offer to the City.

## **11. EQUAL BENEFITS**

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The bid package includes a "Vendor Questionnaire" which is the mandatory form on which you make a designation about the status of such benefits. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire. Instructions are provided at the back of the Questionnaire.

## **12. WOMEN AND MINORITY SUBCONTRACTING**

The City intends to provide the maximum practicable opportunity for successful participation of minority and women owned firms, given that such businesses are underrepresented. The City requires all Bidders agree to SMC Chapter 20.42, and will require bids with meaningful

subcontracting opportunities to also supply a plan for including minority and women owned firms.

In the case City believes there is meaningful subcontracting opportunity, the solicitation will require you to submit an Inclusion Plan, which will be a material part of the bid and contract. The Plan must be responsible in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work when applicable. They City reserves the right to improve the Plan with the winning Bidder before contract execution. Performance will be a material contract provision.

Bidders should use whatever selection methods and strategies the Bidder finds effective for successful WMBE participation. The City may reject bids that do not provide a substantial responsive Plan with an intentional and responsible commitment. The City may use availability based on City analysis, or may use comparative participation from other incoming bids to establish a baseline of responsible efforts.

At the request of the City, Vendors must furnish evidence of the Vendor's compliance, including documentation such as copies of agreements with WMBE subcontractor either before contract execution or during contract performance.

The winning Bidder must request written approval for changes to the Inclusion Plan once it is agreed upon before contract execution. This includes goals, subcontract awards and efforts. See the attached Contract (such provisions are usually number #27, 28 and 29, although it may vary on any individual contract) and/or Terms and Conditions (such provisions are usually numbered #35, 36 and 37, although it may vary on a particular contract).

### **13. INSURANCE REQUIREMENTS**

Insurance requirements presented in the Contract shall prevail. If formal proof of insurance is required to be submitted to the City before execution of the Contract, the City will remind the apparent successful proposer in the Intent to Award letter. The apparent successful proposer must promptly provide such proof of insurance to the City in reply to the Intent to Award Letter. Contracts will not be executed until all required proof of insurance has been received and approved by the City.

Vendors are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, in the event that the Vendor is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

### **14. EFFECTIVE DATES OF OFFER**

Proposer submittal must remain valid until City completes award. Should any Proposer object to this condition, the Proposer must provide objection through a question and/or complaint to the RFP Coordinator prior to the proposal due date.

### **15. PROPRIETARY PROPOSAL MATERIAL**

The State of Washington's Public Records Act (Release/Disclosure of Public Records) Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Seattle are considered **public records**. These

records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by the City upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (Reference RCW 42.56 and RCW 19.108).

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://www1.leg.wa.gov/LawsAndAgencyRules>.

If you have any questions about disclosure of the records you submit with bids or proposals please contact the City Purchasing Buyer for this project at (206) 684-0444.

**Requesting Materials be Marked for Non Disclosure (Protected, Confidential, or Proprietary)**  
As mentioned above, all City of Seattle offices ("the City") are required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally *exempt from disclosure* and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in RCW 42.56 and RCW 19.108.

If you believe any records you are submitting to the City as part of your bid/proposal or contract work product, are exempt from disclosure you can request that they not be released until you receive notification. To make that request, you must complete the appropriate portion of the Vendor Questionnaire (Non-Disclosure Request Section) and very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a City contract, the same exemption designation will carry forward to the contract records.)

The City will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite on in the Vendor Questionnaire. Only the specific records or portions of records properly listed on the Vendor Questionnaire will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If the City receives a public disclosure request for any records you have properly and specifically listed on the Vendor Questionnaire, the City will notify you in writing of the request and postpone disclosure. While it is not a legal obligation, the City, as a courtesy, will allow you up to ten business days to file a court injunction to prevent the City from releasing the records (reference RCW 42.56.540). If you fail to obtain a Court order within the ten days, the City may release the documents.

The City will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such on the Vendor Questionnaire and submit it with your solicitation. Should a public record request be submitted to City Purchasing for that (those) record(s) you can then seek an injunction under RCW 42.56 to prevent release. By submitting a bid document, the bidder acknowledges this obligation; the

proposer also acknowledges that the City will have no obligation or liability to the proposer if the records are disclosed.

#### **15.1 Requesting Disclosure of Public Records**

The City asks proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or resolicitation. With this preference stated, the City will continue to be responsive to all requests for disclosure of public records as required by State Law.

### **16. COST OF PREPARING MATERIAL**

The City will not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Proposer's participation in demonstrations and the pre-proposal conference.

### **17. READABILITY**

Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

### **18. PROPOSER RESPONSIBILITY**

It is the Proposer responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Vendors as set forth in the Washington Revised Statutes.

#### **18.1 Changes in Proposals.**

Prior to the Proposal submittal closing date and time established for this RFP, a Proposer may make changes to its Proposal provided the change is initialed and dated by the Proposer. No change to a Proposal shall be made after the Proposal closing date and time.

#### **18.2 Proposer Responsibility to Provide Full Response.**

It is the Proposer's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the RFP Coordinator. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflects the Proposer specifications and offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

**18.3 Errors in Proposals.**

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the City.

**18.4 Withdrawal of Proposal.**

A submittal may be withdrawn by written request of the submitter, prior to the quotation closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the City.

**18.5 Rejection of Proposals, Right to Cancel.**

The City reserves the right to reject any or all proposals at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

**18.6 Incorporation of RFP and Proposal in Contract.**

This RFP and the Proposer's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the Proposer.

**18.7 Non-Endorsement and Publicity.**

In selecting a Vendor to supply to the City, the City is not endorsing the Vendors products and services or suggesting that they are the best or only solution to the City's needs. Vendor agrees to make no references to the City or the Department making the purchase, in any literature, promotional materials, brochures, news releases, sales presentation or the like, regardless of method of distribution, without prior review and express written consent of the City RFP Coordinator.

The City may use Vendor's name and logo in promotion of the Contract and other publicity matters relating to the Contract, without royalty. Any such use of Vendor's logo shall inure to the benefit of Vendor.

**18.8 Proposal Disposition.**

All material submitted in response to this RFP shall become the property of the City upon delivery to the RFP Coordinator.

**19. ETHICS CODE**

New requirements for Seattle's Ethics Code became effective June 22, 2009 for City employees and elected officials. October 22, 2009, the Code covers certain vendors, contractors and consultants. Please familiarize yourself with the new code:  
[http://www.seattle.gov/ethics/etpub/et\\_home.htm](http://www.seattle.gov/ethics/etpub/et_home.htm). Attached is a pamphlet for Vendors, Customers and Clients. Specific question should be addressed to the staff of the Seattle Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne

Barnett, 206-684-8577, [wayne.barnett@seattle.gov](mailto:wayne.barnett@seattle.gov) or staff members Kate Flack, [kate.flack@seattle.gov](mailto:kate.flack@seattle.gov) and Mardie Holden, [mardie.holden@seattle.gov](mailto:mardie.holden@seattle.gov)).

contractor-vendorbr  
ochure[1].pdf

### **19.1 No Gifts and Gratuities.**

Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a "benefit" would be is very broad and could include not only awarding a contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

### **19.2 Involvement of Current and Former City Employees**

If a Vendor has any current or former City employees, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, you **must** provide written notice to City Purchasing of the current or former City official, employee or volunteer's name. The Vendor Questionnaire within your bid documents prompts you to answer that question. You must continue to update that information to City Purchasing during the full course of the contract. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

## **20.0 WORKERS WITH MORE THAN 1,000 HOURS**

The Ethics Code has been amended to apply to vendor company workers that perform more than 1,000 cumulative hours on any City contract during any 12-month period. Any such vendor company employee covered by the Ethics Code must abide by the City Ethics Code. The Vendor is to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.

## **21.0 NO CONFLICT OF INTEREST**

Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.

## **22.0 PROPOSAL FORMAT AND ORGANIZATION**

**Note:** Before submitting your proposal, make sure you are already registered in the City Registration System. Women and minority owned firms are asked to self-identify. Call 206-684-0444 for assistance. Register at: <http://www2.seattle.gov/VendorRegistration/>

**22.1 Legal Name.** Many companies use a “Doing Business As” name, or a nickname in their daily business. However, the City requires the legal name of your company, as it is legally registered. When preparing all forms below, be sure to use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. Go to: [www.coordinatedlegal.com/SecretaryOfState.html](http://www.coordinatedlegal.com/SecretaryOfState.html)

**22.2** Submit your proposal in the following format and attachments as follows:

1. Cover letter.
2. Legal Name Verification: Enclose a certificate, copy of the web page, or other proof of the legal name of your company.
3. Vendor Questionnaire: Submit the following Vendor Questionnaire immediately behind the Cover Letter, with all attachments, if applicable. This form will also identify any items that you intend to mark as confidential. The form is mandatory.

Vendor  
Questionnaire 12-10-

4. Minimum Qualifications and Mandatory Technical Specification Proposal Form: This response is mandatory.

RFP DIT 2996 Min  
Qual Mand Spec 021!

5. Technical Specifications and Proposal Form: This response is mandatory.

RFP DIT 2996  
Technical Specification

6. Management Specifications and Response Form: This response is mandatory.

RFP DIT 2996  
Management Specification

7. Financial Proposal Specification and Proposal Form: This response is mandatory.

RFP DIT 2996  
Financial Specification

8. Acceptance & Exceptions to City Contract: Provide a one-page statement that confirms acceptance of the City Contract (including Terms & Conditions), and represents complete review as needed by the Vendor. If the Vendor has a legal

office that must review contract prior to signature, the Vendor must clearly confirm that such review is complete.

If Vendor desires exceptions to the City Contract, attach the City Contract that shows the alternative contract language (print out a version with your suggested new language clearly displayed in a track changes mode). You must provide the alternative language, and not simply list an exception you wish to discuss. You may attach a narrative of why each change is to the benefit of the City and any financial impact. Also attach any licensing or maintenance agreement supplements.

As stated earlier in the RFP instructions, the City will not allow a Best and Final Offer. The City will review the proposed language, and will thereupon either accept or reject the language. The City will then issue a contract for signature reflecting City decisions. Any exceptions or licensing and maintenance agreements that are unacceptable to the City may be grounds for rejection of the proposal.

**22.3 Submittal Checklist:** Each complete proposal submittal to the City must contain the following:

Cover Letter		
Legal Name		
Vendor Questionnaire	Mandatory	
Minimum Qualification and Technical Requirements Response	Mandatory	
Proposed Maintenance Support Agreement	Mandatory	
Proposed Licensing Agreement		
Management Response	Mandatory	
Technical Response	Mandatory	
Pricing Response	Mandatory	
City Contract Acceptance & Exceptions		

## **23.0 EVALUATION PROCESS**

The evaluation shall be conducted in a multi-tiered approach. Proposals must pass through each step to proceed forward to the next step. Those found to be outside the competitive range in the opinion of the evaluation team will not continue forward to the next evaluation tier.

**23.1 Round 1: Minimum Qualifications and Responsiveness.** City Purchasing shall first review submittals for initial decisions on responsiveness and responsibility. Those found responsive and responsible based on this initial review shall proceed to Round 2. Equal Benefits, Minimum Qualifications for those specifications upon which the Proposer is submitting, and other elements of responsiveness will be screened in this Step.

**23.2 Round 2 – Mandatory Technical Requirements** –The City will then review submittals for initial decisions on responsiveness to the mandatory technical requirements. Those found responsive based on this initial review shall proceed to the next Round.

**23.3 Round 3 – Management, Technical and Pricing Scoring.** The City will evaluate proposals that successfully pass through the previous Rounds. The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked. Those proposals that cluster within a competitive range in the opinion of the evaluation team shall continue.

	Total possible points
Management Response	300
Technical Response	400
Pricing Response	300
Grand Total	1,000

## **23.4 Round 4 Top Ranked Finalist (Site Visit, References and Award)**

At the City's option, City staff may travel to the location of the highest ranked Vendor for an on-site visit and/or to visit identified user site(s) to evaluate real-world use of one or more of the finalist Vendor's respective solution(s), performance and customer service. The City may elect to visit all top ranked candidates for a site visit, or only those as needed to obtain additional understanding of the Vendor proposal. Such site visits will be used as a reference, on a pass/fail basis. Transportation costs for City staff shall be at the City cost; the City will not reimburse the Vendor for any Vendor costs associated with such visits.

**References.** The City may contact users of the Vendor's product and services for references. References will be used on a pass/fail basis. A negative reference may result in rejection of the Proposal as not responsible. Those vendors receiving a failed reference may be disqualified from consideration. The City may use any former client, whether or not they have been submitted by the Vendor as references, and the City may chose to serve as a reference if the City has had former work or current work performed by the Vendor. Although the City anticipates completing reference checks at this point in the process, the evaluation committee may contact the client references of the Vendors or other sources in addition to those specifically provided by the Vendor, at any time to assist the City in understanding the product.

**23.5 Repeat of Evaluation Steps:** If no Vendor is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if it decides no proposals meet its requirements.

**23.6 Points of Clarification:** Throughout the evaluation process, the City reserves the right to seek clarifications from any Vendor.

**23.7 Award Criteria in the Event of a Tie:** In the event that two or more Vendors receive the same Total Score, the contract will be awarded to that Vendor whose response indicates the ability to provide the best overall service and benefit to the City.

## **24.0 AWARD AND CONTRACT EXECUTION INSTRUCTIONS**

The City RFP Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors responding to the Solicitation. Please note, however, that there are time limits on protests to bid results, and Vendors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

### **24.1 Protests and Complaints.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. Please see the City website at <http://www.seattle.gov/purchasing/pan.htm> for these rules. Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the City.

### **24.2 No Debriefs to Proposers.**

The City issues results and award decisions to all proposers, and does not otherwise provide debriefs of the evaluation of their respective proposals.

### **24.3 Instructions to the Apparently Successful Vendor(s).**

The Apparently Successful Vendor(s) will receive an Intention to Award Letter from the RFP Coordinator after award decisions are made by the City. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

If the Vendor requested exceptions per the instructions above, the City will review and select those the City is willing to accept. There will be no discussion on exceptions.

After the City reviews Exceptions, the City may identify proposal elements that require further discussion in order to align the proposal and contract fully with City business needs before finalizing the agreement. If so, the City will initiate the discussion and the Vendor is to be prepared to respond quickly in City discussions. The City has provided no more than 15 calendar days to finalize such discussions. If mutual agreement requires more than 15 calendar days, the City may terminate negotiations, reject the Proposer and may disqualify the Proposer from future submittals for these same products/services, and continue to the next highest ranked Proposal, at the sole discretion of the City. The City will send a final agreement package to the Vendor for signature.

Once the City has finalized and issued the contract for signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. This includes

attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Vendor fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Vendor, or cancel or reissue this solicitation.

Cancellation of an award for failure to execute the Contract as attached may result in Proposer disqualification for future solicitations for this same or similar product/service.

#### **24.4 Checklist of Final Submittals Prior to Award.**

The Vendor(s) should anticipate that the Letter will require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- Ensure Seattle Business License is current and all taxes due have been paid.
- Ensure the company has a current State of Washington Business License.
- Supply Evidence of Insurance to the City Insurance Broker if applicable
- Proof of certified reseller status (if applicable)
- Supply a Taxpayer Identification Number and W-9 Form

#### **24.5 Taxpayer Identification Number and W-9.**

Unless the apparently successful Vendor has already submitted a fully executed Taxpayer Identification Number and Certification Request Form (W-9) to the City, the apparently successful Vendor must execute and submit this form prior to the contract execution date.

[W-9\\_Form.pdf](#)

### **25.0 ATTACHMENTS**

For convenience, the following documents have been embedded in Icon form within this document. To open, simply double click on Icon.

#### **Attachment #1: Contract & Terms and Conditions**

RFP DIT 2996 Terms  
and Conditions 02071

#### **Attachment #2: FY-2008 Port Security Grant Special Terms and Conditions**

FY08 Port Security  
Special Conditions.pdf